have to go outside the jurisdiction of the court to comply with the decree is not fatal, for, as a practical matter, the defendant can install these meters as well by an agent as it could install them personally; indeed, since the defendant is a corporation it would have had to employ the former method, had the decree been by a Nevada court. Nor ought the territorial sovereign of Nevada have a valid objection against interference where the act is necessary efficiently to enforce his own laws. The case represents the culmination of a tendency evinced in the decisions of the federal courts for the past decade to disregard state lines when, in the interest of efficient administration of justice, it is necessary to do so. While the principle is undoubtedly contrary to classical thought on the subject, it should be welcomed by progressive jurists as a wholesome innovation.

The court further upheld an order of the District Court of Idaho giving the plaintiff the right perpetually to go upon the land of the defendant in Nevada for the purpose of inspecting the meters. This is not simply a decree *in personam* affecting a foreign *res*, but a decree *in rem* directed immediately against a *res* outside the jurisdiction of the court, and, therefore, wholly beyond its control. The order is objectionable not merely because there is an interference with a foreign sovereign, but because there is a total lack of power over the object which it seeks to bind.[16] It is quite impossible to support this part of the decree.

INJUNCTIONS IN LABOR DISPUTES. — In the preceding number of this volume the principle of the balancing of interests was discussed in its relation to labor disputes.[1] A recent decision of the Supreme Court raises this question under slightly different conditions.[2] Officers of a labor union were enjoined from approaching the plaintiff's employees whose employment was at will, but who had contracted not to join a union while in the plaintiff's employ. The court decides the case by presenting a dilemma. To unionize the mines the defendant must either induce the plaintiff's employees not to work for him and join the union, or else to join the union while in his employ. Both methods it brands as illegal. In pursuing the former the defendant would be committing an intentional injury to a business relation existing only at will, and would be liable unless he could produce a justification.[3] This is the common procedure of all strikes and the converse of inducing an employer to discharge non-union employees. The *dictum* of the opinion — for the decision goes upon the second point — adopts the policy of those jurisdictions led by Massachusetts which allow no justification but the immediate,

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[16] Such an objective was deemed fatal in the following cases: Proctor *v.* Proctor, 215 Ill. 275, 74 N. E. 145 (Subjection of foreign land to payment of alimony); Carpenter *v.* Strange, 141 U. S. 87, 11 Sup. Ct. Rep. 960 (Invalidation of deed to foreign land); White *v.* White, 7 Gill & Johnson (Md.), 208 (Partition by sale of foreign land).

[1] 31 HARV. L. REV. 482.

[2] Hitchman Coal & Coke Co. *v.* Mitchell. 38 Sup. Ct. Rep. 65. See Recent Cases, p. 657.

[3] For a thorough analysis of the common law on this subject see GELDART, THE PRESENT LAW OF TRADE DISPUTES AND TRADE UNIONS.

individual self-interest of those who interfere with the relationship.[4] The more modern and, it is thought, the sounder view has been discussed before.[5] The decision, however, is put upon the ground that the defendant has committed a tort by inducing a breach of the plaintiff's contract under the doctrine of *Lumley* v. *Guy*.[6] The court truly says that persuading the men to agree to join is in substance persuading them to join, that damages are inadequate, because a repetition is threatened; therefore it concludes an injunction will issue.

It is beyond dispute that a party to a contract has a right against the world that it shall not be disturbed.[7] The common method of our law by which interferences with a property right are redressed is the payment of money damages. The extraordinary remedies do not issue as of right but are determined by the balance of administrative justice.[8] Assuming that this is such a contract as to give rise to a right *in rem*, and that the defendant has intentionally induced a breach of it, the only question is one of remedy. Every labor struggle is prompted by as much a desire for a greater share in the power of control as for the enjoyment of more wealth. While the law will not consider any earnestness of desire a justification for the interference with the property of another, neither should it grant to anyone a vested right in power, either political or economic. *Sic utere tuo ut alienum non laedas* does not mean that the existing power of one class to control another is inviolable. The right to supremacy cannot be decided on *a priori* grounds, if it is a justiciable question at all. As well might the court take evidence on the intrinsic worth of the Republican and Democratic policies and decide which party should be put in power. Approaching, then, the question of extraordinary relief, the court is met on the one hand by the consideration that money damages will not prevent a repetition of the wrong, and on the other by the fact that injunctive relief will go beyond protection of the plaintiff's property, and will decide in his favor the struggle for control. It is again a question of the balancing of interests. However regrettable it may be that the people have not expressed their will as to a method for the solution of this problem, it is none the less a problem which the courts cannot decide, and which it is not its duty to decide. It would seem, then, that a court of equity exercising its discretion to attain justice should leave the plaintiff to the compensation granted by law and refuse a form of relief which would usurp the decision — or at least take sides — in a great social struggle because of an incidental injury to property.

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[4] Walker *v.* Cronin, 107 Mass. 555; Plant *v.* Woods, 176 Mass. 492, 57 N. E. 1011; Pickett *v.* Walsh, 192 Mass. 572, 78 N. E. 753; Berry *v.* Donovan, 188 Mass. 353, 78 N. E. 753.

[5] 31 HARV. L. REV. 482.

[6] 2 E. & B. 216.

[7] Lumley *v.* Guy, 2 E. & B. 216.

[8] Richard's Appeal, 57 Pa. 105; Wahl *v.* Cemetery Ass'n, 197 Pa. 197, 209, 46 Atl. 913; Owen *v.* Phillips, 73 Ind. 284, 288; Potter *v.* Street Co., 83 Mich. 285, 47 N. W. 214; Dana *v.* Craddock, 66 N. H. 593, 595, 32 Atl. 757; Goodall *v.* Crofton, 33 Ohio St. 271, 277; English *v.* Progress Co., 95 Ala. 259, 10 So. 134. See Georgia *v.* Tennessee Copper Co., 206 U. S. 230, 236. See also, *contra*, Bogni *v.* Perotti, 227 Mass. 152, 112 N. E. 853; commented on in 30 HARV. L. REV. 75.